

AGREEMENT

Between

CITY OF CHEROKEE, IOWA

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 234**

JULY 1, 2006 through JUNE 30, 2007

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ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is entered into between the **CITY OF CHEROKEE, IOWA**, hereinafter called “**Employer**”, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234**, hereinafter called the “**Union**”. The intent of this Agreement is to:

- Establish certain hours, wages and other conditions of employment;
- Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application;
- The full and complete understanding of the parties;
- Place in written form the party’s agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the exclusive representative under Iowa Statutes, Section 20.17 in an appropriate Bargaining Unit that consists of the following and reflected in PERB Case No. 6912:

INCLUDED: All City of Cherokee Employees in the following classifications: Deputy Clerk, Administrative Assistant, Full-time Fire Department Employees, Full-time Street, Sanitation, Water and Cemetery Employees.

EXCLUDED: All volunteer Employees of the Fire Department and all other City Employees, including those excluded by Iowa Code Section 20.4.

ARTICLE 3
DEFINITIONS

Union - International Union of Operating Engineers, AFL-CIO, Local 234.

Employer - City of Cherokee, Iowa a Municipal Corporation.

Union Member - A Member of the International Union of Operating Engineers, Local 234.

Base Hourly Rate - The Employee’s hourly pay rate before adding longevity step increases, D.N.R. grade increases and/or Certified Pool Operator increases.

Total Hourly Rate - The Employee's pay which includes the base hourly rate plus longevity step increases, D.N.R. grade increases and/or for Certified Pool Operator increases, if they apply to the Employee.

Seniority - Length of continuous service with the Employer.

Overtime - Work performed at the express authorization of the Employer in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

Call Back - Return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of an early report to an assigned shift is not a "Call Back".

Strike - "Strike" means a public Employee's refusal, in concerted action with others, to report to duty, or his/her willful absence from his position, of his/her stoppage of work, or his/her abstinence in whole or part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions, compensation, rights, privileges or obligation of public employment.

ARTICLE 4

UNION SECURITY

AS THE EXCLUSIVE REPRESENTATIVE:

Section 4.1 The Union may designate certain Employees in the Bargaining Unit to act as Stewards and shall inform the Employer, in writing, of such choice.

Section 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5

DUES CHECK-OFF AND INDEMNIFICATION

Section 5.1 Upon receipt of a lawfully executed written authorization from an Employee, which may be revoked, in writing, at any time, by giving thirty (30) days notice, the Employer agrees to deduct the regular monthly Union dues, and other uniform assessments from the first paycheck of each month of the Employee, and remit such deduction by the fifteenth (15th) day of the month to the business address of the Union with an accompanying list of Employees indicating those

Employees for which union dues have been deducted, along with a listing of Employees hired, suspended, or terminated during the month.

Section 5.2 The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted. The Employer will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

Section 5.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of an action taken or not taken by the Employer under the provisions of this dues check-off clause.

ARTICLE 6

EMPLOYER SECURITY AND AUTHORITY

SECURITY: The Union agrees that, during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown, other interruption of, or interference with the normal function of the Employer.

Section 6.1 Any Employee who engages in a strike may have his/her appointment terminated by the Employer effective the date the first violation occurs. Such termination shall be effective upon written notice served upon the Employee.

Section 6.2 An Employee who is absent from a portion of his/her work assignment without permission, or who abstains wholly or part from the full performance of his/her duties without permission from his/her Employer on the date or dates when a strike occurs, is prima facies presumed to have engaged in a strike on such date or dates.

Section 6.3 An Employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violence, be appointed or re-appointed or employed, or re-employed, but the Employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment as he/she may have thereto fore been entitled.

Section 6.4 No Employee shall be entitled to any daily pay, wage or per diem for the days on which the Employee engages in a strike.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1 **Definition.** A grievance shall mean only a complaint that has been an alleged

violation of any specific provisions of this Agreement not specifically excepted from the grievance procedure.

Section 7.2 General Provisions. Every Employee covered by this Agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the Employee himself/herself, or by the Employee and a representative from the Union if the Employee chooses to have a representative with him/her.

- A. The failure of any Employee or Union representative to act on any grievance within the prescribed time limits will act as a bar to any further appeal and Supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutually written agreements.
- B. It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving Employee.
- C. In matters dealing with alleged violations in those areas over which a Supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the City Administrator, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.
- D. All written grievances, Second Step and beyond, will be signed and initiated by a representative of the Union. Any written or other response on a grievance will also be provided to the Union

Section 7.3 Grievance Steps. Any Employee or group of Employees who feel they have not been fairly treated in keeping with the Labor Agreement between the City of Cherokee and I.U.O.E., Local Union 234 shall first discuss the problem with their immediate Supervisor. If the problem is not settled to the Employee's satisfaction, the following procedures shall be used:

- Step 1: The Employee shall, within five (5) working days of the date of the grievance, discuss the grievance with his immediate Supervisor or his/her designee. The Supervisor shall respond to the grievant, in writing, within five (5) days.
- Step 2: In the event that the Supervisor's decision is not satisfactory to the Employee, the Employee shall, within ten (10) working days of the date of the grievance, present the grievance, in writing, to the City Administrator or his/her designee specifying the specific provision of this Agreement that the

Employee feels has been involved. The City Administrator or his/her designee shall reply, in writing, within ten (10) working days of the receipt of the grievance informing the Employee of his/her decision.

Step 3: In the event that the City Administrator's decision is not satisfactory to the Employee, the Employee may, within ten (10) working days, present the grievance in writing to the City Council. The City Council shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses called by either party. A written reply to the Employee shall be issued within ten (10) working days after the hearing.

Step 4: In the event that the grievance remains unresolved after completion of Step 3, the Employee and/or the Union shall forward to the City Administrator, written notice of the intention to proceed to arbitration and will designate the specific provision or provisions of the Labor Agreement that the Union alleges has been violated. Such notice shall be forwarded within ten (10) working days following the date of the decision in Step 3.

Step 5: The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

- a. **By Agreement.** The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.
- b. **Choosing an Arbitrator.** In the event the parties are unable to agree, or the person agreed upon is not available, the moving party shall request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after receipt of the names of such panel, representatives of the parties shall confer and each party shall alternately strike a name from the list of nominees until one (1) remains. The moving party will be the first to strike and the parties shall alternately strike a name from the list of nominees until one name remains. The arbitrator so selected shall be informed of the selection by the parties.

Section 7.4 **Extension of Timelines.** The parties may mutually agree to extend the timelines.

Section 7.5 **Authority of Arbitration.** An arbitrator selected pursuant to Step 4 of Article 7 shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall issue a written opinion and award. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the City

Administrator. The arbitrator's decision must be issued within thirty (30) days of the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s). The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

Section 7.6 Election of Remedies. If an Employee files a grievance under this procedure, the Employee waives his/her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an Employee files a claim or complaint under any other procedure or in any other forum, the Employee waives his/her right to file a grievance under the procedure pertaining to or arising out of the same set of facts and circumstances.

ARTICLE 8 **WORK SCHEDULES**

WORK SCHEDULES. The normal work day for Employees shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday.

Section 8.1 The Employer's designated work period for pay purposes shall be a seven (7) day period of time beginning on Friday and terminating on Thursday, during which a full-time Employee is normally scheduled to work forty (40) hours.

Section 8.2 Service to the public may require the establishment of regular shifts for some Employees on a daily, weekly, seasonal, or annual basis other than the normal:

<u>Department</u>	<u>Regular Shift</u>
Street	7:00 A.M. - 4:00 P.M.
Water	7:00 A.M. - 3:30 P.M.
Sewer	7:00 A.M. - 4:00 P.M.
Firemen	7:00 A.M. - 3:00 P.M. 3:00 P.M. - 11:00 P.M.
Clerical	8:00 A.M. - 4:30 P.M.
Cemetery	8:00 A.M. - 4:30 P.M.

The Employer shall give advance notice to the Employees affected by the establishment of work days different from the Employee's normal eight (8) hour work day.

Section 8.3 In the event that work is required because of unusual circumstances, such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an Employee working other than the normal work day

be scheduled to work more than eight (8) hours; however, each Employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working.

Section 8.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

Section 8.5 **Lunch/Break Times.** Employees shall receive two (2) paid fifteen (15) minute breaks approximately two (2) hours after the start of the shift, and two (2) hours after end of lunch break. Employees shall receive a paid one-half (1/2) hour lunch near the middle of Employee's shift.

Section 8.6 Firefighters shall rotate every other week from day to evening shift. Employee's may elect to alter their schedules as needed so long as staffing requirements are met.

ARTICLE 9 **OVERTIME PAY**

Section 9.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated at one and one-half (1-1/2) times the Employee's regular hourly rate.

Section 9.2 Overtime will be distributed as equally as practicable and if Employee refuses overtime it will be considered as unpaid overtime.

Section 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 9.4 Employees called back to work on a holiday that falls on a weekday, Monday through Friday, will be paid one and one-half (1-1/2) times their regular rate of pay in addition to their holiday pay for the first eight (8) hours, and double-time (2x) their regular rate of pay for any additional hours worked.

Section 9.5 Employees called back to work on a Friday when the legal holiday is on a Saturday, or called back to work Monday, when the legal holiday is on a Sunday, or called back to work on a day that is the legal holiday, will be paid one and one-half (1-1/2) times their regular rate of pay in addition to their regular holiday pay for the first eight (8) hours and double-time (2x) their regular rate of pay for any additional hours worked.

Section 9.6 The Employee will have the choice of taking overtime pay when earned or to take compensatory time off on the basis of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. The maximum accumulation of compensatory time shall be eighty (80) hours. If an Employee leaves the Employer, the Employee shall be paid for any accumulated hours of

compensatory time. This pay will be times their regular rate of pay for the original hours of overtime worked.

ARTICLE 10 **CALL-IN PAY**

Section 10.1 An Employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the Employee's regular hourly rate.

Section 10.2 Water and Sewer Department and Streets Department Employees shall be paid Eight Dollars (\$8.00) for each day that they are on call regardless of whether they are called in to service.

ARTICLE 11 **DISCIPLINE**

The Employer will discipline Employees only for just causes. The Employer and the Union agree that Employee evaluations may be used to determine just cause.

ARTICLE 12 **SENIORITY**

Seniority will be the determining criterion for transfers and layoffs only when other job relevant qualifications are relatively equal. Job vacancies and new positions will be filled as specified in Article 15.

It is agreed between the Employer and the Union that properly administered job evaluations may be relied on to determine if job qualifications are relatively equal among Employees.

ARTICLE 13 **PROBATIONARY PERIODS**

Section 13.1 All newly hired or rehired Employees will serve a six (6) month probationary period.

Section 13.2 At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer.

Section 13.3 At any time during the probationary period a promoted or reassigned Employee may be demoted, transferred or reassigned to the Employee's previous position at the sole discretion of

the Employer, after the Employee has been notified, in writing, of the change in the Employee's status.

ARTICLE 14

SAFETY

Section 14.1 The Employer and the Union agrees to jointly promote safe and healthful working conditions and to cooperate in safety matters and to encourage Employees to work in a safe manner.

Section 14.2 There shall be a Safety Committee consisting of two (2) Bargaining Unit Members, one (1) chosen by the Union and one (1) by the Management.

ARTICLE 15

JOB POSTINGS

(VACANCIES & NEW POSITIONS)

Section 15.1 The Employer and the Union agree that permanent job vacancies within the designated Bargaining Unit shall be filled based on the concept of promotion from within provided the applicants:

- Have the necessary qualifications to meet standards of the job vacancy;
and
- Have the ability to perform the duties and responsibilities of the job vacancy.
- When qualifications are relatively equal, seniority shall prevail.

Section 15.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 13.

Section 15.3 Job vacancies within the department will be posted for five (5) working days so that members of the department can be considered for such vacancies.

Section 15.4 After the five (5) day posting period, the most senior qualified Employee from the department will be given the job. In the event there were no successful bidders, then Employees from other departments will be able to bid on the job with the same criteria as mentioned above applicable to the decision making process.

ARTICLE 16

INSURANCE

Section 16.1 Employer is to pay the full cost of the Employee's Group Hospital and Medical Insurance Plan as provided by the Employer.

Section 16.2 Employer is to pay the full cost of the Employee's dependent Group Hospital Medical Plan as provided by the Employer.

Section 16.3 Employer will pay for Ten Thousand Dollars (\$10,000.00) of the Employee's Life Insurance Policy.

Section 16.4 Employer is to pay for the cost of the Disability Plan.

Section 16.5 The Employee may purchase additional Life Insurance coverage under the stipulations of the Employer's policy.

Section 16.6 All benefits and coverages shall remain the same for the duration of the Contract.

Section 16.7 Employees who select single health insurance coverage shall receive fifty percent (50%) of the savings difference between single and dependent or spouse coverage to be paid, in cash, monthly to the Employee. This shall only apply to Employees who have spouses or dependents.

ARTICLE 17

LEAVE WITH PAY

Section 17.1 **Military Leave.** The Employer will grant leaves of absence for military service to full-time regular Employees in accordance with applicable State and Federal Law.

Section 17.2 **Jury/Witness Duty.** In case of Jury Duty, or subpoena for witness in court, a full-time or part-time Employee shall receive an amount of compensation which will equal the difference between the Employee's regular pay and compensation paid for jury or witness fee.

Section 17.3 **Vacation Leave.** Vacations are based upon the Employee's anniversary date of employment. Vacations shall be earned on an accrual basis based on the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
0-1 years	5 days
2-6 years	10 days
7-14 years	15 days
Over 15 years	20 days

Vacation may be taken any time after it is accrued with the approval of the Supervisor. With the approval of Supervisor, an Employee may accumulate vacation but not to exceed a maximum of twice the amount of vacation an Employee is entitled to earn. If an Employee accrues more than twice his/her annual allocation, the days will be lost unless specific arrangements are recommended by the department Supervisor and approved by the City Administrator.

If an Employee leaves City employment, he/she will be paid for any portion of the year's vacation that has been earned up to that point.

Section 17.4 Sick Leave. Sick leave with pay shall be granted to all permanent and probationary Employees at the rate of one (1) work day per month for each full month of service or major fraction thereof. Sick leave is earned on an accrual basis.

- A. Sick leave may be granted only for absence from duty because of personal illness, legal quarantine or serious illness of the Employee's spouse, children, parents, siblings or grandparents who need custodial care with proper documentation.
- B. Sick leave may be accumulated to a total of not more than one hundred and twenty (120) days.
- C. Upon request of the Department Head or City Administrator, an Employee shall be required to furnish suitable proof that the provisions of this Article were fully met.
- D. Sick leave shall not be charged against an Employee in cases covered by Worker's Compensation.
- E. Employees shall be able to cash-out up to fifty percent (50%) of all sick pay upon leaving service of City with twenty (20) years of service with the City.
- F. Worker's Compensation benefits are available to Employees who are injured on the job. An Employee may elect to supplement Worker's Compensation benefits with sick leave, if he/she notifies the Employer in writing. The Employee retains the Worker's Compensation check and the Employer will issue a check to the Employee for the difference of the Employee's regular pay and Worker's Compensation payment. The Employer will deduct withholdings only on the difference between the regular pay and the Worker's Compensation pay. The hours equivalent to the difference will be deducted from the Employee's accumulated sick leave.

Section 17.5 Pre-Determined Temporary Disability Leave. Sick leave benefits for Pre-Determined Disability Leave shall be granted (as herein defined) pursuant to the following provisions:

- A. Except as hereafter modified, all policies, rules and regulations, applicable to

Employees who are granted sick leave shall be applicable to Employees applying for Pre-Determined Temporary Disability Leave. Sick leave benefits for Pre-Determined Temporary Disability Leave, to the extent of an Employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for the termination and recommencement of duties as provided in Paragraph two (2) hereof.

- B. An Employee shall notify his/her Department Head and the City Administrator as soon as the necessity for taking sick leave becomes known to the Employee. The City Administrator is the approving authority for Pre-Determined Temporary Disability Leave.
- C. Within three (3) days of the commencement and following a Pre-Determined Temporary Disability Leave, the Employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal job duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
- D. In the event the date of commencement or termination of Pre-Determined Temporary Disability Leave is changed by the Employer for other than medically indicated reasons in order to avoid interference with the administration of the department in which the Employee works, any additional days of leave will not be reimbursed as sick leave.
- E. The determination whether the Employee is capable of returning to work following the Pre-Determined Temporary Disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the Employee, his/her Department Head, the City Administrator, and the Employee's physician, and may also be in consultation with a physician of the Employee's own choosing.
- F. A leave of absence for Pre-Determined Temporary Disability beyond the period of medical confinement may be approved by the City Council without salary or sick leave benefits for a period not to exceed four (4) months.

Section 17.6 Bereavement Leave. In the event of a death of a member of the "immediate family" of any Employee covered by this Agreement, the Employee shall be granted three (3) days of funeral leave for a period not to exceed three (3) consecutive work days for the purpose of bereavement leave. The Employee shall be paid his/her regular hourly rate of pay for any such days of excused absence which occur during his/her normal work week, but in no event more than eight (8) hours pay for any one day. The three (3) days bereavement leave will be paid as regular salary and will not be deducted from sick leave or vacation.

Definition of “immediate family” shall include spouse, children, foster or step-child, parents, brothers, sisters, mother-in-law, father-in-law, or any other family members residing in the household.

In the event of the death of an Employee, fellow Employees, not required for duty and with the consent of the City Administrator, may be excused, with pay, one (1) hour before funeral until one (1) hour after the funeral observances. Employees so excused must attend the funeral.

Section 17.7 Holidays. The Employer recognizes certain days of importance as holiday and pays Employees for time off on those days in accordance with eligibility rules explained in this section. Full-time and part-time regular Employees are eligible for paid holidays. Holiday pay will be in the amount of the Employee’s normal daily work hour times the Employee’s straight-time hourly wages for the following days:

New Year’s Day	Labor Day
Martin Luther King Day	Veteran’s Day
President’s Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

- A. “Holiday Pay” is the amount that the Employee would have received for working on that holiday, not an amount in addition to regular pay.
- B. Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. However, Employees whose normal schedule includes weekends will observe the actual holiday.
- C. To be eligible for holiday pay, the Employee must work the regularly scheduled hours the workday preceding, and the workday following the holiday unless on paid leave for those days.
- D. If Employee is absent due to an illness or jury service on the day before or after a holiday, Employee must present proof of illness or jury service satisfactory to their Supervisor in order to be eligible for the holiday pay.
- E. If a holiday falls during an Employee’s vacation or any period of approved sick leave, it will be counted as a holiday and will not be deducted from the Employee’s accumulated vacation or sick leave.
- F. Employees on an unpaid leave of absence at the time a holiday occurs will not be paid for the holiday.

ARTICLE 18
WAGES

Section 18.1 Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Appendix "A," a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

ARTICLE 19
FAMILY AND MEDICAL LEAVE ACT

The parties agree to comply with all provisions of the Family and Medical Leave Act of 1993.

ARTICLE 20
LONGEVITY PAY

<u>Years of Service</u>	<u>Per hour + regular wages</u>
3	\$.25
6	\$.50
9	\$.75
12	\$1.00
15	\$1.25

ARTICLE 21
CLOTHING ALLOWANCE/REPLACEMENT

Section 21.1 The Employer will reimburse for those Employees who are required to wear safety boots with steel toes up to Seventy-five Dollars (\$75.00) each per fiscal year. The Employee should submit the bill to the City for reimbursement.

Section 21.2 The Employer will provide one set of coveralls, per Employee, if required to wear by the City. The type and style of coveralls will be determined by the City Administrator who will also purchase replacement coveralls as is deemed necessary. When the Employee feels his/her pair of coveralls needs to be replaced, he/she should inform the Supervisor who in turn will discuss the matter with the City Administrator.

Section 21.3 The Employer will pay to replace or repair clothing of an Employee accidentally damaged in the line of duty. The Employer will not, however, pay for normal "wear and tear" of clothing intentionally damaged or damaged as the result of "horse play". The City Administrator will also decide whether an article of clothing will be repaired or replaced after consultation with the foreman, and/or Superintendent and the Employee. When clothing is to be replaced, depreciation or age of the article will be considered. City Administrator will decide if the Employee will be paid

for the damaged clothing or if payment will be made to the firm repairing or replacing the article of clothing.

Section 21.4 Fire Department Employees shall be provided three (3) shirts and three (3) pants each fiscal year with the approval of the Department Head.

ARTICLE 22 **BULLETIN BOARD**

Space shall be provided which may be used by the Union of Employees for the posting of Union notices relating to Union meetings or other bona fide Union business not contrary to the Employer's interests. These notices shall be signed by an official representative of the Union.

ARTICLE 23 **AMERICANS WITH DISABILITIES**

The parties agree that the Employer and the Union may agree to a reasonable accommodation that may by-pass the provisions under this Agreement in order to comply with the Americans with Disabilities Act.

ARTICLE 24 **SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof.

In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 25 **EVALUATION PROCEDURES**

Section 25.1 Frequency of Evaluations. Employees will be evaluated by a Supervisor who has direct knowledge of the Employee's work performance at such frequency as the City deems necessary, but at least once per year.

Section 25.2 Evaluation Form. The evaluation form will be determined by the City. The Union will be provided a copy of the evaluation form.

Section 25.3 Evaluation Conference. A conference regarding the evaluation will be held between the Employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the Employee. The signing of the evaluation form doesn't imply that the Employee agrees with the appraisal.

Section 25.4 Employee Response. All evaluation reports will be placed in the Employee's personnel file. The Employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.


Section 25.5 Appeal. Any evaluation reflecting an overall sub-standard performance level by the Employee, which is contained in the evaluation, shall be subject to the grievance procedure.

ARTICLE 26 **DURATION**

Except where otherwise provided herein, this Agreement shall become effective the 1st day of July 2006. It shall remain in full force and effect until the 30th day of June 2007, and shall be renewed year to year thereafter unless on or before September 1, prior to the expiration date, either party gives notice, in writing, of a desired change in this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands and seal this 8th day of, August 2006.

CITY OF CHEROKEE, IOWA



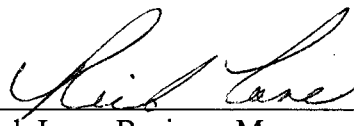
Mayor

City Administrator

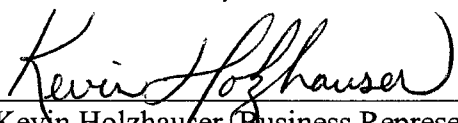


City Attorney

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 234**



Rick Lane, Business Manager



Kevin Holzhauser, Business Representative

APPENDIX "A"
SALARY SCHEDULE

The following are the classifications and wage rate increases for the Employees at the City of Cherokee:

	Effective
<u>Streets</u>	<u>07/01/06</u>
Assistant Foreman	\$13.7660
Auto Mechanic	\$13.4901
Machine Truck Operator III	\$13.7553
Machine Truck Operator II	\$13.3416
Machine Truck Operator I	\$12.9703
Laborer	\$11.7987

<u>Utilities</u>	
Water Treatment Plant Operator	\$13.4901
Water Department Serv	\$12.9597
Meter Reader	\$12.7051
Waste Treatment Plant Operator	\$13.4901
Waste Treatment Utilities Service	\$12.9597

Cemetery Laborer	\$ 8.9779
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Utility Billing Clerk/Deputy City Clerk	\$14.9389
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Receptionist/Clerical	\$11.9139
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Fireman/Driver/Dispatcher (Keith Willis)	\$13.9086
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Fireman/Driver/Dispatcher (Doug Gochenour)	\$13.9086
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All Employees in the Water and Wastewater Treatment Departments will receive a Fifty Cent (\$.50) per hour increase upon certification of a new grade increase by the State Department of Environmental Quality as follows:

Grade 1	\$.25
Grade 2	\$.50
Grade 3	\$.75
Grade 4	\$1.00
Pool Certification	\$.25

The City shall pay all expenses including Employees normal daily salary for all Water and Wastewater Certification Training.